

TOGUT, SEGAL & SEGAL LLP
Co-Counsel for Delphi Corporation, *et al.*,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Albert Togut (AT-9759)
Neil Berger (NB-3599)
Sean McGrath (SM-4676)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: 1/5/06
AT: 10:00 A.M.

-----x
In re:

DELPHI CORPORATION, *et al.*,

Debtors.

: Chapter 11
: Case No. 05-44481 [RDD]

: Jointly Administered

**AFFIRMATION OF DONALD S. POOLE IN SUPPORT OF DEBTORS' OBJECTION
TO MOTION FOR ORDER OF RELIEF FROM AUTOMATIC STAY TO PERMIT
RECOUPMENT OR, IN THE ALTERNATIVE, SETOFF**

STATE OF OHIO)
:)
COUNTY OF MONTGOMERY)

DONALD S. POOLE solemnly affirms, under the penalty of perjury, as follows:

1. I am the Manager of Utilities Supply of Delphi Corporation ("Delphi"), and am familiar with the operations of both Delphi and Delphi Automotive Systems, LLC, debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"). I am familiar with the Debtors' operations and their process of obtaining electrical services. I have held this position in Delphi since 1999 and have

worked with electrical utility companies on industrial power delivery for over 35 years. I have a B.A. degree in Electrical Engineering from the University of Akron and am a registered Professional Engineer in the States of Ohio. I have personal knowledge of the facts stated in this Affidavit and I can testify to those facts in court if necessary on behalf of the Debtors.

2. In my present position, I have responsibility for procuring electricity for the Debtors' manufacturing facilities in Brookhaven and Clinton Mississippi (the "Facilities"). My present responsibilities include making sure that invoices for electrical bills are paid in a timely fashion and reconciling any disputes with electricity suppliers concerning payment amounts.

3. For a period of several years, the Facilities's sole supplier of electricity has been Entergy Mississippi, Inc., Inc. ("Entergy"). Entergy supplies the Facilities with electricity pursuant to certain supply agreements dated December 17, 1976 and September 12, 1997 (jointly and including all amendments, the "Agreement"). The Agreement, as originally entered into, did not require the payment of any deposit by the Debtors.

4. Citing the well-publicized deterioration of the Debtors' financial condition, an Entergy representative contacted me in the summer of 2005, seeking a \$600,000.00 deposit from the Debtors. Entergy advised me that it was seeking this payment to protect it from the financial risk that the Debtors would seek bankruptcy protection and be unable to meet all of their payment obligations under the Agreement.

5. On August 15, 2005, the Debtors made the payment of \$600,000.00 to Entergy pursuant to an addendum to the Sales Agreement. A copy of that addendum is annexed hereto as Exhibit "A".

6. By invoice dated October 3, 2005 ("Invoice #1"), five days before the Filing Date, Entergy billed the Debtors in the amount of \$196,555.17 to Delphi Packard Electric Systems, Account #17243528 ("Delphi Account-1"). By invoice dated October 6, 2005 ("Invoice #2"), Entergy billed the Debtors in the amount of \$1,011,901.86 to Delphi Packard Electric Systems Ubar-1, Account #16464919 ("Delphi Account-2"). Invoice #1 is annexed hereto as Exhibit "B". Invoice #2 is annexed hereto as Exhibit "C".

I affirm under the penalty of perjury according to the laws of the United States that the foregoing statements are true and correct.

Executed this 29th day of December, 2005 in Dayton, Ohio.

/s/ Donald S. Poole

DONALD S. POOLE